

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

BRENDA NIXON, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

GRANDE COSMETICS, LLC,

Defendant.

Civil No. 1:22-cv-06639

**DECLARATION OF STEVEN WEISBROT
OF ANGEION GROUP, LLC
RE: IMPLEMENTATION OF THE NOTICE
PLAN**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and settlement administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. My credentials were provided to this Court in the previously filed Declaration of Steven Weisbrot, Esq. re: Angeion Group Qualifications and Proposed Notice Plan (“Notice Plan Declaration”) (Dkt. No. 25-5).
3. The purpose of this declaration is to provide the Parties and the Court with a summary and the results of the work performed by Angeion pursuant to the *Stipulated Settlement Agreement and Release* (Dkt. No. 25-1), and this Court’s *Preliminary Approval and Provisional Class Certification Order* (Dkt. No. 47).

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

4. On November 16, 2023, pursuant to 28 U.S.C. § 1715, Angeion caused notice of the Settlement to be sent to the Attorneys General of all states and territories and the Attorney General of the United States (“CAFA Notice”). The CAFA Notice directed the Attorneys General to Angeion’s dedicated CAFA website where they can view or download the documents referenced

in the CAFA Notice. Attached hereto as **Exhibit A** is a true and correct copy of the CAFA Notice. To date, Angeion has not received nor is aware of any comments from the Attorneys General in response to the CAFA Notice.

CLASS DATA

5. On or about December 18, 2023, Defendant's Counsel transmitted the Settlement Class Member data to Angeion. The data file contained 201,981 unique records and provided the names, mailing addresses and/or email addresses for potential Settlement Class Members ("Class List").

DIRECT NOTICE

Email Notice

6. On January 3, 2024, Angeion caused the Email Notice to be sent to the 196,011 Settlement Class Members with email addresses provided on the Class List. The Email Notice was successfully delivered to 194,096 Settlement Class Members, with 1,915 Email Notices unable to be delivered. A true and correct copy of the Email Notice is attached hereto as **Exhibit B**.

Reminder Email Notices

7. On February 3, 2024, and February 13, 2024, Angeion caused reminder Email Notices to be sent to Settlement Class Members with valid email addresses and who had not already submitted a Claim Form. A true and correct copy of the Reminder Email Notice is attached hereto as **Exhibit C**.

8. On January 3, 2024, Angeion caused the Mailed Notice to be sent via the United States Postal Service ("USPS") first-class mail, postage prepaid, to the 201,981 Settlement Class Members with mailing addresses provided on the Class List. Prior to mailing, the addresses were processed through the USPS National Change of Address ("NCOA") database which provides updated addresses for individuals who have moved within the last four years and filed a change of address card with the USPS. A true and correct copy of the Mailed Notice is attached hereto as **Exhibit D**.

9. As of the date of this declaration, the USPS has returned 260 Mailed Notices as undeliverable with a forwarding address and has returned 6,059 Mailed Notices as undeliverable

without a forwarding address. The 260 Mailed Notices were re-mailed to the forwarding addresses provided by the USPS. The Mailed Notices returned without a forwarding address were subjected to an address verification search (“skip trace”) to locate updated addresses. In total, 3,919 updated addresses were identified via the skip trace efforts and Mailed Notices were remailed to those updated addresses.

MEDIA NOTICE

10. On January 3, 2024, Angeion commenced the Media Notice campaign, which consisted of digital notice via internet banner and social media advertisements. The Media Notice campaign ran for four (4) weeks and also included a paid search campaign via Google to help Settlement Class Members locate the Settlement Website. True and correct copies of the internet banner and social media advertisements are attached hereto as **Exhibits E and F, respectively**.

MEDIA NOTICE REACH & FREQUENCY

11. As described in my Notice Plan Declaration, the Media Notice campaign was designed to independently deliver an approximate 80.24% reach with an average frequency of 3.26 times each. The Media Plan **exceeded expectations** by delivering an approximate **83.26%** reach with an average frequency of 5.69 times each by serving a total of 28,590,458 impressions.

12. In practice, this means that 83.26% of our Target Audience saw an advertisement concerning the Settlement an average of 5.69 times each.

13. It should be noted that the 83.26% reach was achieved via the internet banner advertisements, social media advertisements, and impressions served via the paid search campaign, and is independent from, and in addition to the other notice efforts discussed herein.

14. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

PUBLICATION

15. To satisfy the requirements of the California Consumer Legal Remedies Act (“CLRA”), Angeion caused notice of the Settlement to be published in the California regional edition of *USA Today* for four (4) consecutive weeks, with the first publication occurring on January 3, 2024. True and correct copies of the tear-sheets from all four (4) insertions are attached hereto as **Exhibit G**.

CLAIMS STIMULATION PROGRAM

16. In addition to the above-described notice efforts, Angeion implemented a customized and strategic Claims Stimulation program consisting of sponsored listings on two leading class action settlement websites, postings by a social media influencer, and active listening on Facebook, Instagram, and Twitter. The Claims Stimulation program used simplified messaging specifically designed to drive Settlement Class Members to the Settlement Website and ultimately submit a claim.

17. On January 3, 2024, Angeion caused notice of the Settlement to be promoted on TopClassAction.com. A screenshot of the TopClassAction.com promotion is attached hereto as **Exhibit H**.

18. On January 3, 2024, Angeion caused notice of the Settlement to be promoted on ClassAction.org. A screenshot of the ClassAction.org promotion is attached hereto as **Exhibit I**.

19. On January 3, 2024, Angeion caused a video regarding the Settlement to be distributed by social media influencer “The Lawyer Angela” (@thelawyerangela) via Facebook, Instagram, YouTube, and TikTok to further diffuse news of the Settlement. As of February 23, 2024, the influencer video has been viewed a total of 724,740 times across the media platforms.

20. On January 3, 2024, Angeion caused the first-party social media notice to be disseminated to Settlement Class Members via Facebook and/or Instagram where any of the email addresses on the Class List were also used by Settlement Class Members as their primary log-on for those social media platforms.

21. On January 3, 2024, Angeion initiated the “active listening” component to complement promoted placements on Facebook, Instagram, and Twitter, wherein online traffic was monitored on these social media platforms for discussion of the Settlement, and notice and/or answers to frequently asked questions were provided, as appropriate.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

22. On January 3, 2024, Angeion established the following website devoted to this Settlement: www.GC-settlement.com (“Settlement Website”). The Settlement Website contains general information about the Settlement, including answers to frequently asked questions, important dates and deadlines pertinent to this matter, and copies of important documents. Visitors to the Settlement Website can view and download copies of the Long Form Notice (in both English and Spanish), the Claim Form, and relevant Court documents such as the Class Action Complaint, Stipulation of Settlement Agreement and Release, Order Granting Preliminary Approval and Provisional Class Certification, and Plaintiff’s Motion for Attorneys’ Fees, Costs, and Service Award.

23. The Settlement Website allowed Settlement Class Members to file a claim directly on the website or download and print the Claim Form to be completed and mailed via the USPS. The Settlement Website also allowed Settlement Class Members to file an opt-out form directly on the website. The Settlement Website also has a “Contact Us” page whereby Class Members can submit questions regarding the Settlement to a dedicated email address: info@GC-settlement.com. The Settlement Website address was set forth in the Published Notice, Long Form Notice and Claim Form.

24. As of February 23, 2024, the Settlement Website has had 14,868,731 page views and 10,834,443 sessions, which represents the number of individual sessions initiated by all users.

25. On or about January 3, 2024 Angeion established the following toll-free line dedicated to this case: 844-894-6664. The toll-free line utilizes an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions, the ability to request a Claim Form, and includes information about filing a claim and important dates and deadlines.

The toll-free line is accessible 24 hours a day, 7 days a week. Settlement Class Members are also able to request that a copy of the Claim Form and/or Long Form Notice be mailed to them..

26. As of January 31, 2024, the toll-free hotline has received 914 calls for a total of 3,819 minutes.

CLAIM FORM SUBMISSIONS

27. The deadline for Class Members to submit a Claim Form is February 27, 2024. As of February 21, 2024, Angeion has received a total of 4,761,896 Claim Form submissions. These claim form submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions but upon an initial analysis we have preliminarily found 202,904 to be valid; 16,068 pending as they require manual review of proof of purchase; and 4,542,954 initially rejected as they are deemed fraudulent or otherwise invalid. Angeion will continue to keep the parties apprised of the number of Claim Form submissions received.

28. Prior to the Final Approval Hearing, Angeion will submit a Supplemental Declaration to provide the Parties and the Court with an updated total of valid claims, including estimated award amounts.

FRAUD DETECTION

29. AngeionAffirm was implemented to detect fraudulent claim submissions in this Settlement as part of Angeion's comprehensive anti-fraud efforts.

30. Key highlights of AngeionAffirm include: (1) The implementation of enhanced, machine learning based fraud prevention mechanisms on all Web Application Firewalls focused on detecting and blocking fraudulent activities even before they infiltrate the system; (2) Employing advanced artificial intelligence to identify bot and scripted browser traffic; (3) Performing proprietary behavioral analysis techniques to identify abnormal patterns that could indicate fraudulent submissions, to help ensure that claims are genuine and justifiable; (4) Analyzing a broad array of technical characteristics garnered from claimant email addresses and other digital fingerprints to determine a claim's propensity for fraud; (5) Deploying a dynamic IP monitoring

system to identify and flag suspicious activities across all case engagements; (6) Analysis of over one hundred million claims, which has proven instrumental in identifying characteristics, anomalies, and known bad actors, that may signify fraudulent intent, thus ensuring only bona fide claims are approved; and (7) Utilization of multiple security measures to address the increasing scale and sophistication of cyber criminals' adaptive behavior.

31. Angeion also collaborated with a third-party vendor to deploy the latter's proprietary software to bolster further the analysis of potentially fraudulent activity in connection with the claims submission process.

REQUESTS FOR EXCLUSION

32. The deadline for Settlement Class Members to request exclusion from the Settlement was February 6, 2024. As of February 23, 2024, Angeion has received a total of 95 requests for exclusion. A list of the names of the individuals who submitted a request for exclusion is attached hereto as **Exhibit J**. Angeion will continue to keep the parties apprised of any additional requests for exclusion received.

OBJECTIONS TO THE SETTLEMENT

33. The deadline for Settlement Class Members to object to the Settlement was February 6, 2024. As of February 23, 2024, Angeion has neither received nor been made aware of any objections to the Settlement.

ADMINISTRATION COSTS

34. As of January 31, 2024, Angeion has incurred a total of \$479,131.67. Angeion's original estimate for total administrative costs was \$648,575 however, given the significant volume of claim submissions and the resulting extensive fraud analysis, and additional distributions, Angeion estimates its administrative costs will increase by approximately \$300,000, resulting in total estimated costs of \$948,575.

CONCLUSION

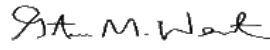
35. The comprehensive Notice Plan featured direct notice to reasonably identifiable Settlement Class Members via email and mail, including two additional reminder notifications

via email, a state-of-the-art media plan that independently delivered an approximate 83.26% reach with an average frequency of 5.69 times to the Target Audience, publication via the California regional edition of USA Today, a customized claim stimulation package with additional media notice efforts, and the implementation of a dedicated Settlement Website and toll-free telephone support.

36. It remains my professional opinion that Notice Plan implemented in this Settlement provided full and proper notice to Settlement Class Members before the claim form, exclusion and objection deadlines, and that notice provided was the best notice practicable under the circumstances, fully comporting with due process and Fed. R. Civ. P. 23.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: February 26, 2024



STEVEN WEISBROT

EXHIBIT A



1650 Arch Street, Suite 2210
Philadelphia, PA 19103
www.angeiongroup.com
215.563.4116 (P)
215.525.0209 (F)

November 16, 2023

VIA USPS PRIORITY MAIL

United States Attorney General &
Appropriate Officials

Re: Notice of Class Action Settlement
1:22-cv-06639-RMB-MJS

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

Case Name: Brenda Nixon, et al. v. Grande Cosmetics, LLC
Index Number: 1:22-cv-06639-RMB-MJS
Jurisdiction: United States District Court District of New Jersey
Date Settlement Filed with Court: October 23, 2023

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at <https://www.angeiongroup.com/cafa/>.

1. **28 U.S.C. § 1715(b)(1)-Complaint:** The *Class Action Complaint* filed with the Court on November 16, 2022.
2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** The Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement is set for December 13, 2023 at 2:30 p.m. in Courtroom 3D of the Mitchell H. Cohen Courthouse, 4th and Cooper Streets, Camden, New Jersey 08101.
3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed *Long Form Notice*, *Email Notice*, and *Postcard* filed with the Court on October 23, 2023.
4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Stipulated Settlement Agreement and Release* filed with the Court on October 23, 2023. The *Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement* and the *Declaration of Ruben Honik, Esq. In Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement* filed with the Court on October 23, 2023.

CAFA Notice of Class Action Settlement

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the *Stipulated Settlement Agreement and Release*, no other settlements or other agreements have been contemporaneously made between the Parties.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)-Estimate of Class Members:** The Settlement Class contains approximately 750,000 to 1 million Settlement Class Members located throughout the United States and U.S. territories. The Net Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of all Settlement Administrator Costs, the Class Representative Service Payment, and Plaintiff's Counsel's Fees and Expenses. The Net Settlement Fund will first be allocated pro rata in an amount up to \$150.00 to each Authorized Claimant who submits a Claim.
8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion related to the Settlement at this time.

If you have questions or concerns about this notice, the proposed settlement, or difficulty accessing the associated documents, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839
info@angeiongroup.com

EXHIBIT B

From: GrandeLASH Settlement Administrator (DoNotReply@GC-Settlement.com)
Subject: Nixon v. Grande Cosmetics, LLC Notice of Class Action Settlement

Notice ID: [00 ID]

Confirmation Code: [Confirmation Code]

**IF YOU PURCHASED GRANDELASH-MD, GRANDEBROW, OR GRANDEHAIR
ENHANCEMENT SERUMS FOR PERSONAL, FAMILY, HOUSEHOLD OR
PROFESSIONAL PURPOSES BETWEEN JANUARY 1, 2018 AND , 2023, A CLASS
ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE
ENTITLED TO SETTLEMENT BENEFITS**

*The United States District Court for the District of New Jersey authorized this notice.
This is not a solicitation from a lawyer.*

YOUR UNIQUE ID:	[00 ID]
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

On December 14, 2023, the United States District Court for the District of New Jersey granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement and Settlement Class Members' options. Because you may be a Settlement Class Member, you may be eligible to receive a **cash payment** from the Settlement.

If the Court gives final approval to the Settlement, Grande Cosmetics, LLC ("Grande") will give each Settlement Class Member who properly and timely completes and submits a Claim Form by February 27, 2024 a Cash Benefit.

Please visit www.GC-settlement.com for more information. After you read the information in this notice, you may click on the button below to file a claim:

FILE A CLAIM

Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente a GrandeLASH, GrandeBROW, and GrandeHAIR. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite www.GC-settlement.com.

WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?

The lawsuit alleges that Grande failed to disclose material information regarding GrandeLASH, GrandeBROW, and GrandeHAIR Enhancement Serums and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Plaintiff

alleges that Grande is liable to her for, among other things, the failure to disclose material information about the alleged side effects of GrandeLASH, GrandeBROW, and GrandeHAIR.

Grande denies Plaintiff's allegations and denies liability or any wrongdoing of any kind associated with the claims asserted in this lawsuit. GrandeLASH-MD, GrandeBROW, and GrandeHAIR are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction. Comprehensive product safety testing substantiates the safety of the Enhancement Serums while no scientific study has ever found that the Enhancement Serums cause any of the serious adverse events alleged in Plaintiff's lawsuit. Grande contends that it has always marketed the Enhancement Serums as cosmetics, that the U.S. Food and Drug Administration ("FDA") is the sole administrative body authorized to determine the regulatory status of products subject to its jurisdiction, and the FDA has never alleged or found the Enhancement Serums are adulterated, misbranded or unapproved drugs.

The Court has not decided in favor of any party and has not evaluated Plaintiff's claims or Grande's defenses. The parties have entered into a Settlement to compromise disputed claims. In settling the litigation, neither side admits the allegations or arguments of the other.

WHO IS AFFECTED BY THE SETTLEMENT?

You are a Settlement Class Member affected by the Settlement if you purchased GrandeLASH, GrandeBROW, or GrandeHAIR for personal, household, family, or professional use between January 1, 2018 and December 14, 2023 excluding (a) any individuals who have pending litigation against Grande; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Grande or any entity in which Grande has a controlling interest; (d) any person who has acted as a consultant of Grande; (e) any legal counsel or employee of legal counsel for Grande; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff (collectively, "Settlement Class Members").

For more details about who is affected, visit www.GC-settlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement, Settlement Class Members who submit a valid and timely Claim Form without any proof of purchase will be entitled to a cash payment in an amount up to \$150.00 ("Cash Benefit").

While you may obtain a Cash Benefit without submitting any proof of purchase, additional Settlement Benefits may be available to those who submit proof of purchase of multiple units of the Enhancement Serums depending on the availability of funds. To maximize your potential benefit from the Settlement, you should submit as many proofs of purchase as you are able to provide. With proof of two purchases of the Enhancement Serums, Settlement Class Members may be entitled to an additional benefit of up to \$150.00 in cash (a "Cash Repeat Purchaser Benefit") if cash funds remain available.

The actual amount of any Cash Benefit, however, is currently unknown and may be considerably less than the maximum (\$150.00), because the amount depends in large part on the number of

Settlement Class Members who submit a timely and valid Claim Form under the Settlement. The exact amount will not be known until the Claim Filing Deadline, discussed below.

Grande has also agreed to revise the GrandeLASH-MD, GrandeBROW, and GrandeHAIR instructions for use. Grande will provide expanded cautionary instructions for use and has agreed to make certain changes in how it advertises the products on its website. For details on the label changes, *see* Section 2.3 of the Settlement Agreement, as well as the document called “Exhibit E” attached to the Settlement Agreement, which are available at www.GC-settlement.com.

For more details about the Settlement Benefits, read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664.

WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue Grande about the claims in the lawsuit, except for any personal injury or disease claims which are specially excluded from the Settlement.

Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664.

WHAT ARE YOUR OPTIONS?

File a claim. Filing a claim is the only way to get a Cash Benefit under the Settlement. Click the button at the top of this notice or visit the Settlement Website, www.GC-settlement.com, to file a claim electronically. If you file a claim, you will give up the right to sue Grande in a separate lawsuit about the claims this Settlement resolves. You have until **February 27, 2024** to file a claim.

1. **Exclude yourself from the Settlement.** If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a notice of your intention to opt out of the Settlement to the Settlement Administrator electronically on the Settlement Website at www.GC-settlement.com or by U.S. Mail to the following address: *GrandeLASH Settlement Administrator, ATTN: Exclusions, PO Box 58220, Philadelphia, PA 19102*. If you opt-out, you will receive no money, but you will keep your right to sue Grande for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664. A request for exclusion must be submitted electronically or postmarked **no later than February 6, 2024**.

Object to the Settlement. If you do not exclude yourself, you may object to the Settlement. You may both object and submit a claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the

Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664. Any objection must be submitted electronically on the Settlement Website at www.GC-settlement.com or mailed to the Settlement Administrator at *GrandeLASH Settlement Administrator, ATTN: Objections, PO Box 58220, Philadelphia, PA 19102*.and postmarked **no later than February 6, 2024**.

Do nothing. You will not receive a Cash Benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

For more details about your Options, read the Full Notice available at www.GC-settlement.com or call (844) 894-6664.

THE COURT'S FAIRNESS HEARING

The Court will hold a Fairness Hearing on **March 13, 2024 at 10:00 a.m.** to decide whether to approve the Settlement. The hearing will be in Courtroom 3D, located in the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper St., Camden, New Jersey 08101. The Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to the Class Representative as compensation for her services for the Settlement Class, and what amount to award Class Counsel for their attorneys' fees and expenses. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Cash Benefit, you must timely and properly submit a completed Claim Form **no later than February 27, 2024**. The Claim Form may be submitted online at www.GC-settlement.com **no later than February 27, 2024** or by mail but must be postmarked **no later than February 27, 2024**. The Claim Form is available at www.GC-settlement.com or you may request one by calling (844) 894-6664. You may also file a claim by clicking on the "File A Claim" button below or at the top of this email.

FILE A CLAIM

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

QUESTIONS?



Visit www.GC-settlement.com



Call (844) 894-6664



Write GrandeLASH Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

EXHIBIT C

From: GrandeLASH Settlement Administrator (DoNotReply@GC-Settlement.com)
Subject: Nixon v. Grande Cosmetics, LLC Reminder: Notice of Class Action Settlement

Notice ID: [00 ID]
Confirmation Code: [Confirmation Code]

REMINDER NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you have already filed a claim, you do not need to file again. This second notice has been sent to ensure you are aware of the class action Settlement and your rights.

IF YOU PURCHASED GRANDELASH-MD, GRANDEBROW, OR GRANDEHAIR ENHANCEMENT SERUMS FOR PERSONAL, FAMILY, HOUSEHOLD OR PROFESSIONAL PURPOSES BETWEEN JANUARY 1, 2018 AND , 2023, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS

*The United States District Court for the District of New Jersey authorized this notice.
This is not a solicitation from a lawyer.*

YOUR UNIQUE ID:	[00 ID]
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

On December 14, 2023, the United States District Court for the District of New Jersey granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement and Settlement Class Members' options. Because you may be a Settlement Class Member, you may be eligible to receive a **cash payment** from the Settlement.

If the Court gives final approval to the Settlement, Grande Cosmetics, LLC ("Grande") will give each Settlement Class Member who properly and timely completes and submits a Claim Form by February 27, 2024 a Cash Benefit.

Please visit www.GC-settlement.com for more information. After you read the information in this notice, you may click on the button below to file a claim:

FILE A CLAIM

Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente a GrandeLASH, GrandeBROW, and GrandeHAIR. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite www.GC-settlement.com.

WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?

The lawsuit alleges that Grande failed to disclose material information regarding GrandeLASH, GrandeBROW, and GrandeHAIR Enhancement Serums and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Plaintiff alleges that Grande is liable to her for, among other things, the failure to disclose material information about the alleged side effects of GrandeLASH, GrandeBROW, and GrandeHAIR.

Grande denies Plaintiff's allegations and denies liability or any wrongdoing of any kind associated with the claims asserted in this lawsuit. GrandeLASH-MD, GrandeBROW, and GrandeHAIR are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction. Comprehensive product safety testing substantiates the safety of the Enhancement Serums while no scientific study has ever found that the Enhancement Serums cause any of the serious adverse events alleged in Plaintiff's lawsuit. Grande contends that it has always marketed the Enhancement Serums as cosmetics, that the U.S. Food and Drug Administration ("FDA") is the sole administrative body authorized to determine the regulatory status of products subject to its jurisdiction, and the FDA has never alleged or found the Enhancement Serums are adulterated, misbranded or unapproved drugs.

The Court has not decided in favor of any party and has not evaluated Plaintiff's claims or Grande's defenses. The parties have entered into a Settlement to compromise disputed claims. In settling the litigation, neither side admits the allegations or arguments of the other.

WHO IS AFFECTED BY THE SETTLEMENT?

You are a Settlement Class Member affected by the Settlement if you purchased GrandeLASH, GrandeBROW, or GrandeHAIR for personal, household, family, or professional use between January 1, 2018 and December 14, 2023 excluding (a) any individuals who have pending litigation against Grande; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Grande or any entity in which Grande has a controlling interest; (d) any person who has acted as a consultant of Grande; (e) any legal counsel or employee of legal counsel for Grande; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff (collectively, "Settlement Class Members").

For more details about who is affected, visit www.GC-settlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement, Settlement Class Members who submit a valid and timely Claim Form without any proof of purchase will be entitled to a cash payment in an amount up to \$150.00 ("Cash Benefit").

While you may obtain a Cash Benefit without submitting any proof of purchase, additional Settlement Benefits may be available to those who submit proof of purchase of multiple units of the Enhancement Serums depending on the availability of funds. To maximize your potential benefit from the Settlement, you should submit as many proofs of purchase as you are able to provide. With proof of two purchases of the Enhancement Serums, Settlement Class Members may be entitled to an additional benefit of up to \$150.00 in cash (a "Cash Repeat Purchaser Benefit") if cash funds remain available.

The actual amount of any Cash Benefit, however, is currently unknown and may be considerably less than the maximum (\$150.00), because the amount depends in large part on the number of Settlement Class Members who submit a timely and valid Claim Form under the Settlement. The exact amount will not be known until the Claim Filing Deadline, discussed below.

Grande has also agreed to revise the GrandeLASH-MD, GrandeBROW, and GrandeHAIR instructions for use. Grande will provide expanded cautionary instructions for use and has agreed to make certain changes in how it advertises the products on its website. For details on the label changes, *see* Section 2.3 of the Settlement Agreement, as well as the document called “Exhibit E” attached to the Settlement Agreement, which are available at www.GC-settlement.com.

For more details about the Settlement Benefits, read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664.

WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue Grande about the claims in the lawsuit, except for any personal injury or disease claims which are specially excluded from the Settlement.

Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664.

WHAT ARE YOUR OPTIONS?

File a claim. Filing a claim is the only way to get a Cash Benefit under the Settlement. Click the button at the top of this notice or visit the Settlement Website, www.GC-settlement.com, to file a claim electronically. If you file a claim, you will give up the right to sue Grande in a separate lawsuit about the claims this Settlement resolves. You have until **February 27, 2024** to file a claim.

1. **Exclude yourself from the Settlement.** If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a notice of your intention to opt out of the Settlement to the Settlement Administrator electronically on the Settlement Website at www.GC-settlement.com or by U.S. Mail to the following address: *GrandeLASH Settlement Administrator, ATTN: Exclusions, PO Box 58220, Philadelphia, PA 19102*. If you opt-out, you will receive no money, but you will keep your right to sue Grande for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664. A request for exclusion must be submitted electronically or postmarked **no later than February 6, 2024**.

Object to the Settlement. If you do not exclude yourself, you may object to the Settlement. You may both object and submit a claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the Full Notice or Settlement Agreement available at www.GC-settlement.com. You may also call (844) 894-6664. Any objection must be submitted electronically on the Settlement Website at www.GC-settlement.com or mailed to the Settlement Administrator at *GrandeLASH Settlement Administrator, ATTN: Objections, PO Box 58220, Philadelphia, PA 19102*, and postmarked **no later than February 6, 2024**.

Do nothing. You will not receive a Cash Benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

For more details about your Options, read the Full Notice available at www.GC-settlement.com or call (844) 894-6664.

THE COURT'S FAIRNESS HEARING

The Court will hold a Fairness Hearing on **March 13, 2024 at 10:00 a.m.** to decide whether to approve the Settlement. The hearing will be in Courtroom 3D, located in the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper St., Camden, New Jersey 08101. The Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to the Class Representative as compensation for her services for the Settlement Class, and what amount to award Class Counsel for their attorneys' fees and expenses. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Cash Benefit, you must timely and properly submit a completed Claim Form **no later than February 27, 2024**. The Claim Form may be submitted online at www.GC-settlement.com **no later than February 27, 2024** or by mail but must be postmarked **no later than February 27, 2024**. The Claim Form is available at www.GC-settlement.com or you may request one by calling (844) 894-6664. You may also file a claim by clicking on the "File A Claim" button below or at the top of this email.

FILE A CLAIM

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

QUESTIONS?



Visit www.GC-settlement.com



Call (844) 894-6664



Write GrandeLASH Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

EXHIBIT D

**IF YOU PURCHASED GRANDELASH-MD, GRANDEBROW, OR GRANDEHAIR
ENHANCEMENT SERUMS FOR PERSONAL, FAMILY, HOUSEHOLD, OR PROFESSIONAL
PURPOSES BETWEEN JANUARY 1, 2018 AND DECEMBER 14, 2023, A CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO
SETTLEMENT BENEFITS**

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
PLEASE READ THIS NOTICE CAREFULLY.

Este aviso es referente al acuerdo propuesto en una demanda colectiva referente a GrandeLASH, GrandeBROW, and GrandeHAIR. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite www.GC-settlement.com.

***The United States District Court for the District of New Jersey authorized this notice.
This is not a solicitation from a lawyer.***

This Notice is to inform you about the Settlement of a nationwide class action lawsuit and your rights under the terms of the Settlement, including your right to file a claim and receive compensation. The proposed Settlement will resolve all claims made against Defendant Grande Cosmetics, LLC (“Grande”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiff in the class action alleges that Grande failed to disclose material information to her regarding GrandeLASH-MD, GrandeBROW, and GrandeHAIR and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Grande denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the Plaintiff because GrandeLASH-MD, GrandeBROW, and GrandeHAIR are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction and comprehensive product safety testing substantiates the safety of Grande’s products. No scientific study has ever found that Grande’s products cause any of the serious adverse events alleged in Plaintiff’s lawsuit. A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on **March 13, 2024** to determine whether the Action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, Grande will give each Settlement Class Member who properly and timely completes and submits a Claim Form by February 27, 2024 a Cash Benefit (as defined below).

The value of a Settlement Class Member’s Cash Benefit depends in part upon the number of persons who participate in the Settlement. In exchange for the Cash Benefit available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

Below is a summary your legal rights and options under this Settlement:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	This is the only way to get a Cash Benefit under the Settlement. Visit the settlement website located at www.GC-settlement.com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue Grande in a separate lawsuit about the claims this Settlement resolves.	Deadline: February 27, 2024 <i>See page [6] for more information about submitting a claim form.</i>
DO NOTHING	You will not receive a Cash Benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.	N/A
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any Cash Benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against Grande about the claims in this case, but you give up the right to get a Cash Benefit under the Settlement (or object to it).	Deadline: February 6, 2024 <i>See page [7] for more information about excluding yourself from the settlement.</i>
OBJECT	If you do not exclude yourself from the Settlement, you may object to the Settlement's terms by submitting an objection to the Settlement Administrator or, if you are represented by an attorney, by filing a timely written objection in the United States District Court for the District of New Jersey. The Settlement Administrator will file any objections it receives with the Court for its review in advance of the Fairness Hearing. An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.	Deadline: February 6, 2024 <i>See page [8] for more information about objecting to the settlement.</i>
GO TO A HEARING	If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the Fairness	Hearing Date: March 13, 2024 <i>See page [10] for more information about the Fairness Hearing.</i>

	<p>Hearing. Class Members do not need to file an objection to state an objection at the hearing.</p> <p>The hearing is open to the public and Settlement Class Members may attend, although they are not required to do so.</p>	
--	---	--

This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still must decide whether to approve the Settlement. Payments will be provided to those who submit a timely and valid Claim Form under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

WHAT LAWSUIT IS INVOLVED IN THIS SETTLEMENT? In November 2022, a proposed class action lawsuit was filed against Grande relating to its GrandeLASH-MD, GrandeBROW, and GrandeHAIR Enhancement Serums (the “Enhancement Serums”) that is entitled *Nixon v. Grande Cosmetics, LLC*, No. 1:22-cv-06639 (D. N.J.). The United States District Court for the District of New Jersey is presiding over the lawsuit. The named plaintiff who will also serve as a representative of the Settlement Class (defined below) is Brenda Nixon (“Plaintiff” or “Class Representative”).

WHAT ARE THE LAWSUIT AND THIS SETTLEMENT ABOUT? The Action alleges that Grande failed to disclose information regarding GrandeLASH-MD, GrandeBROW, and GrandeHAIR, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions. Plaintiff alleges that Grande is liable to her and similarly situated absent class members who bought the Enhancement Serums for, among other things, the failure to disclose material information about potential side effects.

Grande denies the allegations asserted in the Action and denies liability or wrongdoing of any kind. GrandeLASH-MD, GrandeBROW, and GrandeHAIR are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction. Comprehensive product safety testing substantiates the safety of the Enhancement Serums while no scientific study has ever found that the Enhancement Serums cause any of the serious adverse events alleged in Plaintiff’s lawsuit. Grande contends that it has always marketed the Enhancement Serums as cosmetics, that the U.S. Food and Drug Administration (“FDA”) is the sole administrative body authorized to determine the regulatory status of products subject to its jurisdiction, and the FDA has never alleged or found the Enhancement Serums are adulterated, misbranded or unapproved drugs.

The Court has not decided in favor of either the Plaintiff or Grande, and has not evaluated or ruled on any of Plaintiff’s claims or Grande’s defenses. The parties have entered into a Settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

WHAT IS A CLASS ACTION? In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the “Class” or the “Class Members,” except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The United States District Court for the District of New Jersey will decide whether to approve the Settlement in this case against Grande.

WHO IS IN THE SETTLEMENT?

ARE YOU AFFECTED? You are a member of the Settlement Class affected by the Settlement if you purchased GrandeLASH-MD, GrandeBROW, or GrandeHAIR from Grande for personal, family, household, or professional purposes between January 1, 2018 and December 14, 2023, and excluding (a) any individuals who have pending litigation against Grande; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Grande or any entity in which Grande has a controlling interest; (d) any person who has acted as a consultant of Grande; (e) any legal counsel or employee of legal counsel for Grande; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff. Members of the Settlement Class are referred to in this Notice as “Class Members” or “Settlement Class Members.”

WHY AM I RECEIVING THIS NOTICE? If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The United States District Court for the District of New Jersey authorized this notice to inform Settlement Class Members about the Action, the proposed Settlement, and Settlement Class Members’ options.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit a valid and timely Claim Form will be entitled to a cash payment (“Cash Benefit”) with a maximum amount of \$150.00.

Settlement Class Members who submit valid proof(s) of purchase showing that they made multiple purchases of the Enhancement Serums (GrandeLASH-MD, GrandeBROW, and/or GrandeHAIR) may also receive additional benefits depending on whether cash remains after distribution of a Cash Benefit to all eligible Class Members who submit valid claims.

As additional Settlement Benefits may be available, you should submit proof of purchase of all units of the Enhancement Serums you are able to provide. Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products.

With proof of two purchases of the Enhancement Serums, Settlement Class Members may be entitled to an additional benefit of up to \$150.00 in cash (a “Cash Repeat Purchaser Benefit”). This additional \$150.00 in cash for proof of two purchases, which may or may not be available depending on remaining funds, is an amount in addition to the Cash Benefit of up to \$150.00 that Authorized Claimants may obtain without proof of purchase.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Cash Benefits must come from the \$6.25 million Cash Settlement Fund. In addition, all administrative expenses, Class Counsel’s attorneys’ fees and costs, and the Class Representative’s service payment approved by the Court must be paid from the \$6.25 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amount described above.

The exact amount of Settlement Class Members’ Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys’ fees (*i.e.*, the amount of compensation for legal services provided by the Class Counsel), reimbursable costs and expenses awarded to

Class Counsel (*i.e.*, the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), settlement administration costs (*i.e.*, the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Payment to the Class Representative (*i.e.*, funds that may be awarded to the Class Representative to compensate her for her participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Cash Benefit and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the “Settlement Benefit.” As noted above, Cash Benefits and Cash Repeat Purchaser Benefits will be paid from a \$6.25 million fund established by Grande (the “Cash Settlement Fund”). If the Court approves the Settlement, these funds will under no circumstances return to Grande.

AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, Grande has also agreed to revise the instructions for use of the Enhancement Serums. Grande will provide expanded cautionary instructions for use and has agreed to make certain changes in how it advertises the products on its website. For details on these label changes, see Section 2.3 of the Settlement Agreement, as well as the document called “Exhibit F” attached to the Settlement Agreement.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER?

Unless you exclude yourself from the Settlement Class by submitting a request for exclusion (as set forth in the Excluding Yourself From the Settlement Section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the United States District Court for the District of New Jersey in the *Nixon v. Grande Cosmetics, LLC*, No. 1:22-cv-06639 (D. N.J.) proceeding, including the terms of the Settlement, and you will not be able to sue, continue to sue Grande or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the settlement (“Release”), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date, Plaintiff and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys’ fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiff and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Action involving the Enhancement Serums, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, and the labelling of the Product during the Settlement Class Period (“Released Plaintiff’s Claims”).

Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

It is the clear and unequivocal intention of the Parties, that this Settlement shall be effective as a full and final accord and satisfaction, release, and discharge of each and every released claim specifically or generally referred to in this Settlement, with the sole exception being any personal injury or disease claims held by Settlement Class Members which are specifically excluded from the release above. In furtherance of this intention, Plaintiff and each Settlement Class Member that did not timely request exclusion from the Settlement Class, and each of the Released Defendant Parties acknowledges and agrees that s/he or it understands Section 1542 of the Civil Code of the State of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth above.

HOW CAN I GET THE SETTLEMENT BENEFIT? To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form. If you submit a timely and valid Claim Form, you will receive one Cash Benefit. If you timely submit proof(s) of purchase of two or more units of the Enhancement Serums (GrandeLASH-MD, GrandeBROW, and/or GrandeHAIR) with your Claim Form, you may receive additional Settlement Benefits if funds are available after all eligible Class Members who submit valid claims receive a Cash Benefit. Accordingly, if you have proof(s) of purchase of more than two units of the Enhancement Serums from January 1, 2018 to December 14, 2023, you should submit as many proofs of purchase of the Enhancement Serums with your Claim Form that you are able to provide. Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Enhancement Serums. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor Grande will be responsible for original documents that are lost in the mail.

If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than February 27, 2024 (“Claim Filing Deadline”).

You can download a Claim Form at www.GC-settlement.com

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

GrandeLASH Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

You may also complete a Claim Form by submitting it online, at: www.GC-settlement.com.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the website, no later than **February 27, 2024** in order to be valid. If your Claim Form is not submitted by **February 27, 2024**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a timely and valid Claim Form will receive one Cash Benefit.
- Each Settlement Class Member who submits a valid Claim Form with proof(s) of purchase of two or more units of the Enhancement Serums (GrandeLASH-MD, GrandeBROW, and/or GrandeHAIR) will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

HOW CAN I GET THE CASH SETTLEMENT BENEFIT? The Cash Benefit and Cash Repeat Purchaser Benefit will be issued electronically via Venmo, Zelle or Virtual Mastercard unless the Class Member requests payment in the form of a check sent by U.S. Mail.

HOW LONG DO I HAVE TO CASH MY CHECK? You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and Grande are not responsible for expired, lost or stolen checks.

WHEN CAN I GET THE SETTLEMENT BENEFIT? The Court will hold a hearing on **March 13, 2024** at **10:00 a.m.** in Courtroom 3D, located in the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper St., Camden, New Jersey 0810111, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within a few months after the Court's final approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement to the Settlement Administrator by U.S. Mail or electronically on the Settlement Website at www.GC-settlement.com. The request for exclusion must state the following information: (a) the name and case number of this lawsuit, which is *Nixon v. Grande Cosmetics, LLC*, No. 1:22-cv-06639 (D. N.J.); (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your request for exclusion must be submitted electronically by **February 6, 2024** or returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **February 6, 2024**. If

you submit a timely request for exclusion, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A request for exclusion must be sent by U.S. Mail to:

*GrandeLASH Settlement Administrator
ATTN: Exclusions
PO Box 58220
Philadelphia, PA 19102*

Any person who submits a complete and timely request for exclusion shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER? No. Unless you exclude yourself from the Settlement, you give up the right to sue Grande and the other persons and entities referenced in the “Release by Settlement Class” paragraph above for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Settlement Class Member, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing. In your objection, you must give reasons why you think the Court should not approve the proposed Settlement. You can also object to the Class Representative’s application for a service payment. You can also object to Class Counsel’s motion for attorneys’ fees and costs. The Court will consider your views.

All written objections must meet all of the following requirements:

- (a) It must state the case name and number (*Nixon v. Grande Cosmetics, LLC*, No. 1:22-cv-06639 (D. N.J.)).
- (b) It must state your name, current address, and telephone number.
- (c) It must state that you object to the Settlement and the reasons for your objection(s).
- (d) It must be signed by the objecting Settlement Class Member or an authorized representative.

To object, you must submit an objection at the Settlement Website at www.GC-settlement.com or a written objection to the Settlement Administrator by U.S. Mail to:

*GrandeLASH Settlement Administrator
ATTN: Objections
PO Box 58220
Philadelphia, PA 19102*

Class Counsel will ensure that all objections sent to the Settlement Class Members who have not retained their own counsel at their own expense are filed with the United States District Court for the District of New Jersey in advance of the Fairness Hearing.

You may also appear at the Fairness Hearing in person regardless of whether you have timely submitted a written objection.

If you are represented by your own counsel, retained at your expense, your counsel must file any written objection that counsel prepares on your behalf on the docket for this case with the United States District Court for the District of New Jersey in addition to submitting it electronically on the Settlement Website or mailing it to the Settlement Administrator as described above. An attorney retained at your own expense may also appear at the Fairness Hearing on your behalf if your counsel notices his or her intention to appear at the hearing on the docket seven (7) days before the Fairness Hearing.

You can both object to the Settlement and file a Claim Form. If the Court overrules your objection, you will be bound by the terms of the Settlement.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING? Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? The Court has agreed that the lawyers from Honik LLC, who are identified below, are the "Class Counsel." Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may call any of the attorneys identified under "Class Counsel" below. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

CLASS COUNSEL

Ruben Honik
David Stanoch
Honik LLC
1515 Market Street
Suite 1100
Philadelphia, PA 19102

HOW WILL CLASS COUNSEL BE PAID? A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. Class Counsel may seek up to one-third of the Total Settlement Amount of \$6,250,000. In other words, Class Counsel may seek up to \$2,083,125 in fees as well as an additional amount to recover incurred unreimbursed out of pocket costs. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorneys' fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVE REPRESENTING YOU

WHO IS THE CLASS REPRESENTATIVE? The Class Representative that has been appointed by the Court to represent the Class is Plaintiff Brenda Nixon.

WILL THE CLASS REPRESENTATIVE BE PAID? As part of this Settlement and subject to approval by the Court, the Class Representative will apply for a payment of \$15,000 to compensate her for her services as the representative of the Settlement Class. Any service amount awarded by the Court to the Class Representative will be paid from the Cash Settlement Fund. The payment will be in addition to any other Cash Benefit to which the Class Representative will be entitled as a Settlement Class Member.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on March 13, 2024, at 10:00 a.m. in Courtroom 3D, located in the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper St., Camden, New Jersey 0810111, or such later date as the Court may require. Please check the Settlement Website, available at www.GC-settlement.com, or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, to ensure that the date of the Fairness Hearing has not changed. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to pay the Class Representative as compensation for her services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE HEARING? No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. If you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense if that lawyer notices his or her intention to appear at least seven days in advance of the Fairness Hearing, but it is not necessary to hire a lawyer to appear at the hearing if you like the Settlement.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against Grande or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits as a Class Member?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

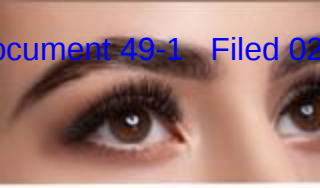
GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? This notice summarizes the proposed Settlement. For the

precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www.GC-settlement.com, by contacting Class Counsel David Stanoch at david@honiklaw.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, located in the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper St., Camden, New Jersey 0810111, Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk's Office to Inquire about this Settlement or the claim process. The Settlement Agreement, the notice documents, the Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel's fee motion, and all court orders and judgments relating to the Settlement will be available on the website: www.GC-settlement.com.

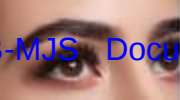
IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THIS LAWSUIT, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT.

EXHIBIT E



If you
purchased
GrandeLASH,
GrandeBROW,
or **GrandeHAIR**
between
January 2018
and December
2023 you may
be eligible for a
cash benefit!

[**Learn More**](#)



If you purchased GrandeLASH, GrandeBROW, or GrandeHAIR between January 2018 and December 2018, you may be eligible for a refund.

[Learn More](#)

MJS Document 49-1 Filed 02/26/24 P



If you purchased **GrandeLASH**,
GrandeBROW, or **GrandeHAIR** between
January 2018 and December 2023
you may be eligible for a cash benefit!

[Learn More](#)



If you purchased
GrandeLASH,
GrandeBROW, or
GrandeHAIR
between January
2018 and
December 2023
you may be
eligible for a cash
benefit!

[Learn More](#)




B-MJS

Document 49-1

Filed 02/26/24 Pa

If you purchased GrandeLASH, GrandeBROW, or GrandeHAIR between January 2018 and December 2021, you may be eligible for a refund.


[Learn More](#)




If you purchased GrandeLASH, GrandeBROW, or
GrandeAIR between January 2018 and December 2023
you may be eligible for a cash benefit!

[Learn More](#)

EXHIBIT F


**Angeion Group**

Sponsored · 

...

×

If you purchased GrandeLASH, GrandeBROW, or GrandeHAIR between January 2018 and December 2023 you may be eligible for a cash benefit.



GC-SETTLEMENT.COM

Nixon v. Grande Costmetics, LLC

No. 1:22-cv-06639 (D.N.J.)

[Learn more](#)

EXHIBIT G

Week in review

Recapping the most important and talked about news this week from around the world – ICYMI

NEWS

Harvard’s president resigns

Harvard President Claudine Gay announced her resignation this week after accusations of plagiarism in her academic work and a grilling by lawmakers in Congress last month over her response to campus antisemitism since the start of the Israel-Hamas war. “This is not a decision I came to easily,” she said in a statement. Gay, Harvard’s first Black president, departs just six months into her tenure, the shortest of any president in the school’s history.

OPINION

Enough with the election lies

In November 2020, President Donald Trump’s campaign hired an expert in voter data to attempt to prove voter fraud. I am that expert. The findings of my company’s in-depth analysis are detailed in the depositions taken by the House committee to investigate the Capitol attack. The transcripts show the campaign found no evidence of voter fraud sufficient to change the outcome of any election. Yet cries that the election was lost or stolen continue with no sign of stopping. Maintaining the lies undermines faith in the foundation of our democracy. – Ken Block, *Simpatico Software Systems*

MONEY

Big spenders feeling the pain

If you want to dance, you have to pay the fiddler: Now that the shopping season is over, only half of America’s credit card customers say they can pay off their December balance in full, according to the LendingTree Credit Card Confidence Index. This as the national credit card balance stands at a record \$1.08 trillion and the average interest rate has hit 21%, the highest recorded by the Fed in nearly three decades of tracking. Said Bankrate analyst Ted Rossman: “This adds up to more people carrying more debt for longer periods of time, and unfortunately, I don’t see that reversing anytime soon.”



IMAGE OF THE WEEK

A cold open to 2024

Celebrants welcome 2024 with a jolt to the senses at the Onset New Year’s Polar Plunge in Onset Bay, Mass. “Spirited outfits” were encouraged, organizers said – and a change of clothes for later.

MARC VASCONCELLOS/
USA TODAY NETWORK

LIFE

Swift starts 2024 on top of her game

The King of Rock and Roll has been dethroned by – guess who – Taylor Swift, who now is the solo artist with the most weeks ever atop the Billboard 200 albums chart. With “1989 (Taylor’s Version)” officially the first No. 1 album of 2024, Swift has eclipsed Elvis Presley with 68 weeks at No. 1, Billboard announced. There seems to be no stopping the megastar: Her Eras Tour resumes in Tokyo on Feb. 7, and she still has two albums to rerelease: The self-titled “Taylor Swift” (2006) and “Reputation” (2017). Not to mention any new music in the pipeline.

SPORTS

College football’s title table is set

There are great expectations for the College Football Playoff national championship game after two semi-final New Year’s Day classics. The Washington Huskies held off the surging Texas Longhorns 37-31 in the Sugar Bowl, and the Michigan Wolverines rallied back beat the Alabama Crimson Tide 27-20 in overtime in the Rose Bowl. Monday’s title game is the first championship appearance for the two undefeated squads in the CFP era, and it’s the last in a four-team playoff before the field expands to 12 next season. – Compiled by Robert Abitbol



Wildlife experts at the Australian Reptile Park in Somersby on Australia’s Central Coast recently found the largest known male specimen of a poisonous spider. Measuring 7.9 cm, the arachnid, named Hercules, is the biggest male funnel-web spider ever in the wildlife sanctuary. AUSTRALIAN WILDLIFE PARK VIA AP

Largest male funnel-web spider is found in Australia

Natalie Neysa Alund
USA TODAY

Wildlife experts in Australia said they recently came into contact with the largest male specimen of the world’s most poisonous spider. Measuring 7.9 cm (3.11 inches), the arachnid named Hercules is the biggest male funnel-web spider ever handed to the Australian Reptile Park, officials with the interactive zoo based in Somersby on Australia’s Central Coast said. For perspective, Hercules is bigger than a baseball. (Regulation baseballs measure between 2.86 to 2.94 inches in diameter.) In a video posted on its Facebook page, park spider keeper Emmi Teni said she thought the spider was female. “But upon closer inspection, he is definitely a male and has some the biggest fangs I’ve ever seen,” Teni said. According to park officials, males are typically much smaller than females.

What is a funnel-web spider?

Funnel-web spiders are potentially

one of the most dangerous arachnids for humans, Dan Rumsey, a former reptile keeper at the Australian Reptile Park, has told USA TODAY. The spider has a venom packed with 40 different toxic proteins and its raw venom is the only way to make life-saving antivenom. If bitten by one, the park recommends keeping the affected limb still, applying a bandage and seeking medical attention immediately. Hercules will create life-saving antivenom Hercules was recently handed to John Hunter Hospital at one of the wildlife sanctuaries’ spider drop-off locations, Temi said. “Hercules is absolutely huge as is his venom yield,” Temi said. “The person who contributed this spider is helping us save lives.” The spider will go on to join the park’s “funnel-web spider venom program” where his venom will be used to create antivenom. Contributing: Adrianna Rodriguez

LEGAL NOTICE

IF YOU PURCHASED GRANDELASH-MD, GRANDEBROW, OR GRANDEHAIR ENHANCEMENT SERUMS FOR PERSONAL, FAMILY, HOUSEHOLD OR PROFESSIONAL PURPOSES BETWEEN JANUARY 1, 2018 AND DECEMBER 14, 2023, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS

The United States District Court for the District of New Jersey authorized this notice. This is not a solicitation from a lawyer.

What is this Notice?

The United States District Court for the District of New Jersey granted preliminary approval of this Settlement and ordered the issuance of this notice. You may be a Settlement Class Member (“Class Member”) and may be entitled to a payment from the Settlement.

What Is the Lawsuit And This Settlement About?

The class action lawsuit alleges that Grande Cosmetics, LLC (“Grande”) failed to disclose material information regarding GrandelASH-MD, GrandeBROW, and GrandeHAIR (the “Enhancement Serums”), and the potential adverse reactions allegedly presented by the ingredient Isopropyl Cloprostenate. Grande denies Plaintiff’s allegations because product testing substantiates the Enhancement Serums and Isopropyl Cloprostenate as used in the products is safe. The Court has not decided in favor of any party.

Who Is Affected By The Settlement?

You are a Class Member affected by the Settlement if you purchased any Enhancement Serum for personal, family, household, or professional use between January 1, 2018 and December 14, 2023 excluding (a) any individuals who have pending litigation against Grande; (b) any Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Grande or any entity in which Grande has a controlling interest; (d) any consultant for Grande; (e) any legal counsel or employee of legal counsel for Grande; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

What Does The Settlement Provide?

If the Court approves the Settlement, Class Members who submit a valid and timely claim will be entitled to a cash payment in an amount up to \$150.00 (“Cash Benefit”). Class Members who submit a valid and timely Claim Form will be entitled to a Cash Benefit without having to submit any proof of purchase. Additional Settlement Benefits may be available to those who submit proof of purchase of multiple units of the Enhancement Serums depending on the availability of funds. The actual amount of all Cash Benefits is currently unknown, depends on the number of valid claims submitted and may be considerably less than the maximum amount stated above. In exchange for Cash Benefits, Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims.

How Do You Get A Cash Benefit?

To obtain a Cash Benefit, you must timely submit a completed Claim Form. The Claim Form may be submitted online or downloaded at www.GC-settlement.com no later than February 27, 2024.



Jose Martinez clears snow from the sidewalk in front of Lyndhurst on route 9 in Tarrytown, N.Y., on Sunday. A wintry mix left several inches of snow throughout the Lower Hudson Valley. SETH HARRISON/USA TODAY NETWORK

Storm systems bring snow, floods, tornadoes

Three fronts carry dangerous weather

Adrianna Rodriguez
USA TODAY

Winter storm warnings and advisories continued to impact most of the country Sunday as three different systems put millions at risk.

The first major storm began Saturday and continues to bring heavy snow and strong winds to northeastern states and the central Appalachians, according to the National Weather Service. The second system is expected to heavily impact the Midwest while the third will arrive over the Pacific Northwest on Sunday night.

As much of country prepared for more snow, a tornado appeared to touch down in Fort Lauderdale, Florida, on Saturday evening, hitting structures and power lines, according to videos posted on social media.

Here's how weather will affect the nation over the next week.

Tornado touches down in South Florida

A tornado touched down in downtown Fort Lauderdale on Saturday, shortly after the National Weather Service issued a warning for the area.

The twister formed over land and hit ground around 6 p.m. just west of Las Olas Boulevard and the Intracoastal Waterway, according to the city's account on X, formerly Twitter. Fire crews continued to assess damage Sunday as Florida Power & Light began restoring power to some affected areas.

There have been no reports of injuries, so far, but city officials warn the public to be cautious of debris and downed powerlines.

Videos posted on social media show flashes of light as the tornado ripped through some powerlines in the downtown area.

More snow, wintry mix in the Northeast

Winter storm warnings and watches were in effect throughout the Northeast, and icy roads made for hazardous travel as far south as North Carolina.

About 60 million residents in the Northeast were being impacted by the snow, according to Accuweather. "In portions of New England, upstate New York and in parts of Pennsylvania, the snow will fall at the rate of an inch per hour or more, and that could be difficult for road crews to keep up with," Accuweather chief meteorologist Jonathan Porter said.

Ice arrived early Saturday to some western North Carolina and southern Virginia areas, ranging from a fine coating to around a quarter-inch. Watauga County, North Carolina saw some of the highest amounts, said meteorologist Dennis Sleighter of the National Weather Service's Blacksburg, Virginia, office.

In Pennsylvania, the National Weather Service said a foot of snow was reported in parts of Monroe County and more than 11 inches reportedly fell in Jim Thorpe.

While warnings were being canceled and highway reduced-speed limits and other restrictions were lifted Sunday, forecasters were still cautioning motorists of freezing rain and black ice in parts of southeast Pennsylvania and northern New Jersey.

The storm brought mostly rain to New York City, but counties to the north and west saw double-digit snow totals by Sunday morning. Millbrook in

Dutchess County recorded a foot of snow. Port Jervis in Orange County measured 13 inches.

In Massachusetts and parts of Rhode Island, the National Weather Service declared a winter storm warning through 1 a.m. Monday.

Some communities in Massachusetts had already recorded nearly a foot of snow by Sunday morning, according to the weather service. More than 16,000 electric customers in the state were without power.

Snow totals were lower for coastal communities; Boston reported just a couple of inches.

The storm reached into Maine, and some locations saw snow totals of up to 12 inches – with locally higher amounts over southern New Hampshire and southwestern Maine. Wind gusts up to 35 mph could add to blowing and drifting snow. Moderate to heavy snow was expected to continue in Vermont, and total accumulations could hit 6 to 12 inches.

The National Weather Service said the "major winter storm" would continue into Sunday evening. Snow was expected in parts of New England and rain and freezing rain were likely in the central Appalachian mountains.

Sierra Nevada could see 20 inches of snow

In the West, a winter storm warning had been in effect through late Saturday in the Sierra Nevada from south of Yosemite National Park to north of Reno, where the weather service said as much as 20 inches of snow could fall in the mountains around Lake Tahoe with winds gusting up to 100 mph.

The California Highway Patrol said numerous spinouts and collisions forced the temporary closure of I-80 for several hours from west of Truckee, California, to the state line west of Reno, Nevada, where more than 27,000 homes briefly lost power in high winds at midday.

More than 13,000 electric customers in California were still without power by Sunday morning.

The weather service said that system continued to bring heavy mountain snow and coastal rain overnight before moving into central and Southern California, then off to the Southwest and the southern Rockies.

Blizzard conditions in Midwest

The storm system is likely to reorganize over the Southern Plains on Monday, bringing heavy snow and strong winds over the Midwest.

The storm could generate up to 12 inches of snow in some Midwestern states, according to the National Weather Service. Meteorologists warn blizzard conditions are likely in the Central Plains, and wind gusts could exceed 50 mph, causing dangerous travel conditions.

Winter storm watches are in effect for parts of the southern High Plains, Central Plains and mid-Mississippi Valley.

Flooding in the Gulf Coast

Forecasters also warned of another storm Tuesday into Wednesday that is expected to bring up to 6 inches of rain and some flooding.

Powerful onshore winds will lead to widespread coastal flooding along the eastern Gulf Coast and most of the East Coast, and significant flooding is expected in the Carolinas and mid-Atlantic.

Contributing: Associated Press.

Just Curious

You've got questions?
We've got answers.



Learn more
Scan the QR code to find more Just Curious content.

Chickens fly, but not too far

Olivia Munson
USA TODAY

Chickens, scientifically known as *Gallus gallus domesticus*, are one of the most widespread and common domesticated animals in the world. In fact, in 2020, the global chicken population reached more than 33 billion, with nearly half located in Asia.

But did you know that chickens can dream and have better color vision than humans? Here are more facts about chickens.

Can chickens fly?

Yes, chickens can fly but not for long distances. Unlike other birds, chickens are not bred to fly. Most domesticated chickens are bred for food, not flight, according to BBC Wildlife Magazine.

Domesticated chickens descend from red junglefowl of southeast Asia. These birds are capable only of short flights and lift-offs from trees.

Add the fact that chickens are now bred for consumption, it makes sense chickens don't fly far. Modern breeding of chickens is selective toward "fat thighs and large breast muscles," according to BBC Wildlife Magazine. These traits add extra weight to the bird, making it even harder to fly.

The world record for the longest chicken flight is 13 seconds with a distance of over 300 feet.

How long do chickens live?

The lifespan of a chicken varies. The



Life spans vary, but hens live between six and eight years. PROVIDED BY PIXABAY

average lifespan of a hen is between six and eight years, according to the University of Wisconsin-Madison.

The oldest living chicken is Peanut from Michigan who was born in 2002 and is 20 years old, according to Guinness World Records.

What do chickens eat?

Chickens are natural foragers, according to Purina Mills. There are many different vegetables, herbs and perennials that can be a part of chickens' meals. According to Purina Mills, they include:

- Lettuce, beets, broccoli, carrots, kale, swiss chard, squash, pumpkins and cucumber.
 - Lavender, mint, oregano, parsley, cilantro, thyme and basil.
 - Daylilies, hostas, daisies, roses, coneflowers and ferns.
- There are some foods that are should be avoided for chickens, such as:
- Avocado pits and skins.
 - Undercooked or dried beans.
 - Rhubarb.
 - Moldy, rotten foods and very salty foods.

LEGAL NOTICE

IF YOU PURCHASED GRANDELASH-MD, GRANDEBROW, OR GRANDEHAIR ENHANCEMENT SERUMS FOR PERSONAL, FAMILY, HOUSEHOLD OR PROFESSIONAL PURPOSES BETWEEN JANUARY 1, 2018 AND DECEMBER 14, 2023, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS

The United States District Court for the District of New Jersey authorized this notice. This is not a solicitation from a lawyer.

What is this Notice?

The United States District Court for the District of New Jersey granted preliminary approval of this Settlement and ordered the issuance of this notice. You may be a Settlement Class Member ("Class Member") and may be entitled to a payment from the Settlement.

What Is the Lawsuit And This Settlement About?

The class action lawsuit alleges that Grande Cosmetics, LLC ("Grande") failed to disclose material information regarding GrandelASH-MD, GrandeBROW, and GrandeHAIR (the "Enhancement Serums"), and the potential adverse reactions allegedly presented by the ingredient Isopropyl Cloprostenate. Grande denies Plaintiff's allegations because product testing substantiates the Enhancement Serums and Isopropyl Cloprostenate as used in the products is safe. The Court has not decided in favor of any party.

Who Is Affected By The Settlement?

You are a Class Member affected by the Settlement if you purchased any Enhancement Serum for personal, family, household, or professional use between January 1, 2018 and December 14, 2023 excluding (a) any individuals who have pending litigation against Grande; (b) any Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Grande or any entity in which Grande has a controlling interest; (d) any consultant for Grande; (e) any legal counsel or employee of legal counsel for Grande; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

What Does The Settlement Provide?

If the Court approves the Settlement, Class Members who submit a valid and timely claim will be entitled to a cash payment in an amount up to \$150.00 ("Cash Benefit"). Class Members who submit a valid and timely Claim Form will be entitled to a Cash Benefit without having to submit any proof of purchase. Additional Settlement Benefits may be available to those who submit proof of purchase of multiple units of the Enhancement Serums depending on the availability of funds. The actual amount of all Cash Benefits is currently unknown, depends on the number of valid claims submitted and may be considerably less than the maximum amount stated above. In exchange for Cash Benefits, Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims.

How Do You Get A Cash Benefit?

To obtain a Cash Benefit, you must timely submit a completed Claim Form. The Claim Form may be submitted online or downloaded at www.GC-settlement.com no later than February 27, 2024.

EXHIBIT H



**Top Class
Actions**



Grande Cosmetics false advertising \$6.25M class action lawsuit settlement

JANUARY 11, 2024 |

**BEAUTY PRODUCTS, LEGAL NEWS, OPEN CLASS
ACTION SETTLEMENTS**

Settlement

\$300

Deadline

02/27/2024

EXHIBIT I

SETTLEMENT

Grande Cosmetics

<https://gc-settlement.com/home>

● OPEN

If you bought GrandeLASH-MD, GrandeBROW, or GrandeHAIR enhancement serums between January 1, 2018 and December 14, 2023, you may be included in this settlement.

TYPICAL
SETTLEMENT

Varies

SETTLEMENT
DEADLINE

02/27/2024

PROOF
REQUIRED?

No

EXHIBIT J

Nixon v. Grande Cosmetics
Exclusion Report
As of 02.26.2024

No.	FIRST NAME	LAST NAME
1	Emily	Ivins
2	Reema	Kaur
3	Sheila	Vidamour
4	Lisa	Larsen
5	Angela	Jacobs
6	Audra	Michalek
7	Neely	Antley
8	Adriana	Perdomo-Pico
9	Genni	Miller
10	Patricia	Stroud
11	Sarah	Brown
12	Nicole	Colombetti
13	Ed	Roberts
14	Alexander	Armstrong
15	Alexander	Armstrong
16	Jose	Ramirez
17	Aimee	Fernandez
18	Kristina	Kosnoff
19	Linda	Gargani
20	Svetlana	Sirotkina
21	Regina	Gaimakov
22	Diane	Madill
23	Rain	Theobald
24	carolyn	brye
25	Donna	Shope
26	test	test
27	maryam	anaee
28	ASHLEY	ZIEGENFUSS
29	Pamela	Klein
30	Kimberly	Dorsey
31	Teresca	Naphier
32	Darlene	Iannucci
33	tayeisha	taylor
34	PETER	OLNEY
35	Jessica	Killion
36	Angella	Wentz
37	Christopher	Rivera
38	Kathleen	Franklin

No.	FIRST NAME	LAST NAME
39	Susan	Meyer
40	Daphne	Wanner
41	Deborah	Lambert
42	Sonia	Raullerson
43	Robert	Glover
44	Laura	Zhuta
45	Karen	Ervin
46	Fred	Moore
47	Gina	Conyers
48	Derrick	Sims
49	Angela	Goorhouse
50	Amanda	Kentner
51	Amy	Wilczynski
52	Debra	Hollan
53	Christina	Hickman
54	Jennifer	Deery
55	Juan	Lara
56	Yvette	Dickey
57	Kiara	Sessoms
58	Britney	Jordan
59	Heather	Karam
60	Layalie	Alfroukh
61	Katherine	Gage
62	Stephanie	Morgan
63	Bonita	Peterson
64	SHAKIMA	DYE
65	Stephanie	Foster
66	Christie	Tillman
67	Chloe	Kim
68	Michele	Ahmed
69	Paula	Clunk
70	Mary	Ehrichs
71	Karen	Cohen
72	Jenny	Adelmund
73	Diane	Madill
74	Linda	Schwartz
75	Zamzam	Yusuf
76	Idaida king	King
77	Ida	King
78	Heidi	Bartle
79	Nancy	Hragyil
80	Kyra	Presnell
81	Erica	Haines

No.	FIRST NAME	LAST NAME
82	Teresa	Morelock
83	Heather	Nelson
84	Lisa	Montalvo
85	Jennifer	Phelps
86	Laura	Lien
87	Karen	Davakis
88	Darcie	Case
89	Judith	Margarida
90	Jenna	Marie
91	Anna	Samson
92	Jasmine	Torrente
93	Jennifer	Nelson
94	Avery	Nelson-Martinez
95	Madelyn	Easley (Griffith)
96	Pang	Houa